

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
NEW BERN DIVISION

IN RE: Shaahid Brown
Tonya Ann Brown

CASE NO: 5:15-bk-00191-RDD
Chapter 13

Debtor (in a joint case, "debtor"
shall include "debtors")

CHAPTER 13 PLAN

The format of this chapter 13 plan has been approved by the bankruptcy judges for the Eastern District of North Carolina.

CONFIRMATION PROCESS: Before a plan is confirmed, the chapter 13 trustee will file a separate Motion and Notice for Confirmation that will be served on all creditors. The trustee's Motion and Notice for Confirmation may incorporate some or all of the terms of the debtor's proposed plan, and will state the date by which objections to confirmation must be filed with the court. Any objections to confirmation must state with particularity the grounds for the objection. **The rights of creditors may be affected if the plan is confirmed, and creditors should carefully read the plan.**

PROOF OF CLAIM: A creditor's claim will not be allowed or paid unless a proof of claim is filed by or on behalf of the creditor. Only allowed claims will receive a distribution from the chapter 13 trustee. Confirmation of a plan does not preclude the debtor, trustee or a party in interest from filing an objection to a claim.

PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS: Pre-confirmation adequate payments required by 11 U.S.C. § 1326(a)(1) that are to be made through the chapter 13 trustee pursuant to Local Rule 3070-1(b) shall be disbursed by the trustee in accordance with the trustee's customary distribution process. A creditor will not receive a pre-confirmation adequate protection payment unless the creditor timely files a proof of claim.

INFORMATION ABOUT THE DEBTOR: The debtor's Current Monthly Income as defined in 11 U.S.C. § 101(10A) is ABOVE /BELOW (designate one) the applicable state median income.

The debtor's projected disposable income as referred to in 11 U.S.C. § 1325(b)(1)(B) is \$ 0.00.

The amount referred to in 11 U.S.C. § 1325(a)(4) that would be paid to unsecured claims if the debtor's estate were liquidated in a case under chapter 7 of title 11 is \$ 0.00. The "liquidation test" has been computed as follows:

Asset (Real Property, Auto, Other)	Liquidation Value Net of Security Interest
	\$

PLAN TERMS PROPOSED BY DEBTOR

1. PAYMENTS AND LENGTH OF PLAN

The debtor shall make payments to the trustee in the aggregate amount of \$75,600.00, which shall be payable as follows (state amount of monthly payment and the number of months to be paid): \$ 1,260.00 per month for 60 months.

2. PAYMENT OF DEBTOR'S BASE ATTORNEY'S FEES

The balance of the debtor's attorney's base fee to be paid through the plan is \$ 3,700.00 (representing a base fee of \$3,700.00 less the amount of \$0.00 which has already been paid).

3. PAYMENT OF SECURED CLAIMS (PAID THROUGH THE PLAN)

The secured claims to be paid through the plan are listed in the chart at the end of this paragraph. The allowed amounts of the secured claims will be limited to the amounts stated in the column "Amount of Secured Claim to be Paid," which will be paid with interest at the rate shown in the chart. Distributions will be made by the trustee to the holders of secured claims over the duration of the plan as stated in Paragraph 1., and shall be subject to the disbursements for attorney's fees as set forth in Local Rule 2016-1. Unless otherwise ordered by the court, the amount of a creditor's claim in excess of the allowed amount of the secured claim shall be a general unsecured claim.

Creditor	Collateral Description	910 / 365 Claim under § 1325(a) Y/N	Amount of Claim	Collateral Value	Amount of Secured Claim to be Paid	Int. Rate	If Entitled to §1326 PMSI Adeq. Prot. Pymt. Specify	Est. Mo. Pymt.
<u>Santander</u>	<u>2006 Chrysler Town & Country</u>	<u>N</u>	<u>8,738.13</u>	<u>2,800.00</u>	<u>2,800.00</u>	<u>5.25</u>		<u>53.20</u>
<u>Freedom Stores</u>	<u>Furniture</u>	<u>N</u>	<u>4,511.73</u>	<u>1,500.00</u>	<u>4,511.73</u>	<u>5.25</u>		<u>85.66</u>

4. PROPERTY TO BE SURRENDERED TO SECURED CREDITORS

The Debtor Will Surrender The Collateral Listed In The Chart At The End Of This Paragraph. **Upon confirmation of the plan, the automatic stay and, if applicable, the co-debtor stay, will terminate with respect to the surrendered collateral.** No claim for a deficiency will be allowed unless it is filed within 180 days after confirmation of the plan, and no distribution will be made to an affected secured creditor unless the secured creditor has given the debtor credit and reduced its claim to account for the surrendered collateral.

Creditor	Collateral Description

5. CURING DEFAULTS

Pursuant to 11 U.S.C. § 1322(b)(3) and/or (5), the pre-petition defaults listed in the chart at the end of this paragraph will be cured through the plan in full with interest, if any, at the rate specified in the chart. The amount of the arrearage in the chart is an estimation and the amount of the arrearage, unless otherwise ordered by the court, shall be determined by the amount stated in the creditor's proof of claim. After the arrearage, as stated in the proof of claim or as otherwise determined by the court, has been paid through the plan, all pre-petition defaults shall be deemed to be cured, the debtor's obligation shall be deemed to be current as of the date of the petition, the secured creditor shall have no right to recover any amount alleged to have arisen prior to the filing of the petition, and the secured creditor may not declare a default of the note, mortgage or

other loan document based upon a pre-petition default.

Creditor	Collateral Description	Estimated Amount of Arrearage	Interest to be Paid on Arrearage (0% if none specified)

6. SECURED CLAIMS TO BE PAID DIRECTLY TO CREDITORS BY DEBTOR

The following secured claims shall be paid by the debtor directly to the secured creditors according to the contractual terms of the secured claims:

Creditor	Collateral Description
Capital One Auto Finance	2014 Dodge Charger

7. PRE-PETITION DOMESTIC SUPPORT OBLIGATIONS

The following arrearage claims for pre-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) shall be paid in full through this plan pursuant to 11 U.S.C. § 507(a)(1) unless the domestic support obligation claimant agrees to a different treatment or the court orders otherwise:

Creditor	Collection Agency	Amount of Arrearage

The debtor shall directly pay all ongoing domestic support obligations that become due after the filing of the petition.

8. PRIORITY CLAIMS (EXCLUDING DOMESTIC SUPPORT OBLIGATIONS)

The following claims that are entitled to priority pursuant to 11 U.S.C. § 507 shall be paid in full through this plan unless the claimant agrees to a different treatment or the court

orders otherwise:

Creditor	Type of Priority	Amount of Priority Claim
IRS	Tax	2,371.00
Saryna Brown	Child Support	57,000.00

9. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Executory contracts and leases that are being assumed shall be paid directly by the debtor according to the contractual terms of the executory contract or lease. Pre-petition defaults listed in the chart at the end of this paragraph will be cured through the plan. The amount of the arrearage in the chart is an estimation and the amount of the arrearage, unless otherwise ordered by the court, shall be determined by the amount stated in the creditor's proof of claim. After the arrearage, as stated in the proof of claim, has been paid through the plan, all pre-petition defaults shall be deemed to be cured, the debtor's obligation shall be deemed to be current as of the date of the petition, the lessor or party to the executory contract shall have no right to recover any amount alleged to have arisen prior to the filing of the petition, and the lessor or party to the executory contract may not declare a default of the lease or contract based upon a pre-petition default. Claims arising from the rejection of executory contracts and leases shall be general unsecured claims.

Lessor/Creditor	Subject of Lease/Contract	To be Assumed, Rejected, or other Treatment	Amount of Arrearage	Term of Cure (Months)
Real Estate Management Inc	Residential Lease	Assume	0	n/a

10. CO-DEBTOR AND OTHER SPECIALLY CLASSIFIED UNSECURED CLAIMS

The following claims, if allowed, shall be paid as specially classified unsecured claims and shall receive the following designated treatment:

Creditor	Amount of Debt Specially Classified	Treatment of Claim

11. GENERAL UNSECURED CLAIMS

General unsecured claims shall be paid through the plan pro rata to the extent that funds are available after disbursements are made to pay secured claims, arrearage claims, priority claims, and other specially classified claims.

12. DISCHARGE

Subject to the requirements, conditions and limitations provided in 11 U.S.C. § 1328, and unless the court approves a written waiver of discharge executed by the debtor, the court shall, as soon as practicable after completion by the debtor of all payments under the plan, grant the debtor a discharge of all debts provided for by the plan or that are disallowed under 11 U.S.C. § 502.

13. OTHER PLAN PROVISIONS

A. Lien Retention. Holders of allowed secured claims shall retain the liens securing their claims to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i).

B. Vesting of Property of the Estate. Property of the estate shall vest in the debtor pursuant to 11 U.S.C. § 1327(b) unless this box is checked, in which event property of the estate shall remain property of the estate after confirmation of the plan.

Except as otherwise provided, property of the estate and property that vests in the debtor upon confirmation shall remain in the possession and control of the debtor, and the trustee shall have no liability arising out of the property or its retention or use by the debtor. The debtor's use of the property shall be subject to the requirements of 11 U.S.C. § 363, all other provisions of title 11, the Federal Rules of Bankruptcy Procedure and the Local Rules of this court.

C. Creditor Notices When Debtor to Make Direct Payments. Secured creditors, lessors and parties to executory contracts that will be paid directly by the debtor may send standard payment notices to the debtor without violating the automatic stay.

D. Rights of Debtor and Trustee to Avoid Liens and to Recover Transfers. Confirmation of the plan shall not prejudice the rights of the debtor or the trustee to bring actions to avoid liens or to avoid and recover transfers. Actions to avoid liens or to avoid and recover transfers must be initiated by separately filed motions or complaints.

E. Other Provisions of the Plan:

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(Please attach additional pages as necessary)

X /S/Shaahid Brown
Signature of Debtor

January 11, 2015
Date

X /S/Tonya Ann Brown
Signature of Debtor

January 11, 2015
Date

Label Matrix for local noticing
0417-5
Case 15-00191-5
Eastern District of North Carolina
Raleigh
Sun Jan 11 15:05:32 EST 2015

U. S. Bankruptcy Court
Room 209, 300 Fayetteville Street
P.O. Drawer 1441
Raleigh, NC 27602-1441

AT&T
PO Box 537104
Atlanta, GA 30353-7104

AT&T U-Verse
PO Box 5014
Carol Stream, IL 60197-5014

Armed Forces Loans
616 South Rainbow Blvd, Ste 100
Las Vegas, NV 89145

Armed Forces Loans Of Ne
6161 S Rainbow Blvd Ste 100
Las Vegas, NV 89118-3270

Armed Forces Loans of Nevada
3824 S Jones Ste G
Las Vegas, NV 89103-2451

(p)CREDITORS BANKRUPTCY SERVICE
PO BOX 800849
DALLAS TX 75380-0849

Banfield Pet Hospital
PO Box 13998
Portland, OR 97213-0998

Beach Care Urgent And Family
5059 Highway 70W
Morehead City, NC 28557-4503

Capital One Auto Finance
PO Box 60511
City of Industry, CA 91716-0511

Castle Credit Corp
8420 W Bryn Mawr Ave, STe 750
Chicago, IL 60631-3485

Child Support North Carolina
100 E Six Forks Rd
Raleigh, NC 27609-7752

Comcast Cable Communications
Comcast Corporate
Comcast Center
1701 JFK Blvd
Philadelphia, PA 19103-2899

Consumer Adjustment Corp
145 Sycamore Ave
Central Islip, NY 11749-1509

Culf Coast Collection
5630 Marquesas Cir
Sarasota, FL 34233-3331

Department of Treasury
Internal Revenue Service
PO BOX 621505
Atlanta, GA 30362-3005

Duval County Rec Offc
103 Duval Court
Jacksonville, FL 32202-3701

Enhanced Recovery Co
PO BOX 57547
Jacksonville, FL 32241-7547

Family Support Div Sacra
3701 POver Inn Rd
Sacramento, CA 95826-4329

Family Support Division
Dept of Child Support Srvc
PO Box 269112
Sacramento, CA 95826-9112

Florida Power Light
FPL
General Mail Facility
Miami, FL 33188-0001

Freedom Accept Corp
Customer Financial
1150 E Little Cree
Norfolk, VA 23518-3826

Freedom Stores/Freedom Furniture
6216 Yadkin Rd
Fayetteville, NC 28303-2649

Gulf Coast Collection
5630 Marquesas Cir
Sarasota, FL 34233-3331

Harris Originals
800 Prime Place
Hauppague, NY 11788-4759

IC System Collections
PO Box 64378
St Paul, MN 55164-0378

Ic System Inc
Po Box 64378
Saint Paul, MN 55164-0378

Ic Systems Inc
Po Box 64378
Saint Paul, MN 55164-0378

Liberty Point Corp
5216 S Grand Circle
Sioux Falls, SD 57108-2203

Marine Federal Credit Union
PO Box 1551
Jacksonville, NC 28541-1551

NCO Financial Systems
PO Box 4935
Trenton, NJ 08650-4935

National-golds Gym Valentino
4001 Maple Ave, Ste 200
Dallas, TX 75219-3249

Navy Federal Credit Union
PO Box 3700
Merrifield, VA 22119-3700

Nco Financial Services/09
Po Box 17205
Wilmington, DE 19850-7205

Omni Military Loans Las
PO Box 9731
Las Vegas, NV 89191-0731

Online Collections
Po Box 1489
Winterville, NC 28590-1489

Online INformation Svcs
PO Box 1489
Winterville, NC 28590-1489

Patriot Loans
c/o Security Finance
PO Box 3146
Spartanburg, SC 29304-3146

Pg E Energy Pes Wh Backlog
Pacific Gas and Electric Co
PO BOX 99589-7300
851 Howard Street
San Francisco, CA 94103-3009

Pioneer MCB
3240 E Tropicana
Las Vegas, NV 89121-7316

Pioneer Military Lending
4700 Belleview Ave, Ste 300
Kansas City, MO 64112-1359

Real Estate Mgmt, Inc.
121 Roosevelt Blvd
Havelock, NC 28532-1955

Roosevelt Thake
403 NE Washington St
Lake City, FL 32055-3030

SST/Allegacy
4315 Pickett Rd
St Joseph, MO 64503-1600

Sacramento County Da
20 Bicentennial Cir
Sacramento, CA 95826-2802

Sallie Mae
PO Box 9500
Wilkes Barre, PA 18773-9500

Sallie Mae Education
PO Box 9500
Wilkes Barre, PA 18773-9500

Santander Consumer USA
PO Box 961245
Ft Worth, TX 76161-0244

Santander Consumer Usa
5201 Rufe Snow Dr
North Richland Hills, TX 76180-6036

Saryna Brown
2101 Zurlo Way
No. 4204
Sacramento, CA 95835-1940

Security Financial Services
PO BOX 3146
Spartanburg, SC 29304-3146

(p)SPRINGLEAF FINANCIAL SERVICES
P O BOX 3251
EVANSVILLE IN 47731-3251

Swiss Colony
1112 7th Ave
Monroe, WI 53566-1364

The CBE Group, Inc
131 Tower Park Drive
PO BOX 900
Waterloo, IA 50704-0900

The Cbe Group
Po Box 126
Waterloo, IA 50704-0126

USA Funds
PO Box 6180
Indianapolis, IN 46206-6180

United Consumer Fin Svc
865 Bassett Rd
Westlake, OH 44145-1194

United Consumer Financial
865 Bassett Rd
Westlake, OH 44145-1194

United Consumer Financial Serv
865 Bassett Rd
West Lake, OH 44145-1194

University Of Fl Physicians
1600 SW Archer Rd
Gainseville, FL 32610-3003

Christian Bennett Felden
Felden and Felden, P.A.
P.O. Box 1399
Jacksonville, NC 28541-1399

Shaanid Brown
307 MacDonald Blvd
Havelock, NC 28532-9395

Tonya Ann Brown
307 MacDonald Blvd
Havelock, NC 28532-9395

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Army/Air Force Exchange
PO BOX 650410
Dallas, TX 75265-0410

(d)Military Star
3911 S Walton Walker Blvd
Dallas, TX 75236

(d)Military Star
3911 S Walton Walker Blvd
Dallas, TX 75236-1509

Springleaf
Gateway Plaza Shopping
1335 Western Blvd, #H
Jacksonville, NC 28546

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Enhanced Recovery Corporation
Po Box 57547
Jacksonville, FL 32241-7547

(d)Enhanced Recovery Corporation
Po Box 57547
Jacksonville, FL 32241-7547

(d)Navy Federal Credit Union
Po Box 3700
Merrifield, VA 22119-3700

(d)Usa Funds
Po Box 6180
Indianapolis, IN 46206-6180

End of Label Matrix
Mailable recipients 63
Bypassed recipients 4
Total 67